

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

TAMARA JORDAN §
Plaintiff, §
§
v. § CIVIL ACTION NO. 4:13-cv-00433
§
SOUTHWEST CREDIT SYSTEMS, L.P. §
Defendant. §

**DEFENDANT SOUTHWEST CREDIT SYSTEMS, L.P.'S ANSWER TO PLAINTIFF'S
COMPLAINT**

COMES NOW, Defendant Southwest Credit Systems, L.P., by and through the undersigned counsel, and file their Answer and Defenses to Plaintiff's Original Complaint "Complaint" filed by Tamara Jordan ("Plaintiff"). The paragraph numbers below correspond with the paragraph numbers contained in the Plaintiff's Complaint to the extent possible:

**I.
NATURE OF ACTION**

1. Defendant admits Plaintiff alleges the Defendant violated debt collection statutes, but denies that it did.
2. Defendant admits Paragraph 2.
3. Defendant is without sufficient information to admit or deny Paragraph 3.
4. Defendant is without sufficient information to admit or deny Paragraph 4.
5. Defendant admits Paragraph 5,
6. Defendant admits Paragraph 6.
7. Defendant is without sufficient information to admit or deny Paragraph 7.
8. Defendant admits it was assigned to collect a debt for Plaintiff.

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9. Defendant admits Paragraph 9.
10. Defendant admits calling Plaintiff, but denies the remainder of Paragraph 10.
11. Defendant is without sufficient information to admit or deny Paragraph 11, but admits to receiving a letter on May 1, 2013.
12. Defendant denies Paragraph 12.
13. Defendant denies Paragraph 13.
14. Defendant denies Paragraph 14.
15. Defendant denies Paragraph 15.
16. Defendant incorporates preceding Paragraphs.
17. Defendant denies Paragraph 17.
18. Defendant denies Paragraph 18.
19. Defendant denies Paragraph 19.
20. Defendant denies Paragraph 20.
21. Defendant denies Paragraph 21.
22. Defendant denies Paragraph 22.
23. Defendant denies Paragraph 23.
24. Defendant incorporates preceding Paragraphs.
25. Defendant denies Plaintiff is a consumer under Texas law. Plaintiff is not a resident of Texas. Texas law does not govern collections in Montana.
26. Defendant admits it is a debt collector, but denies that Texas law governs collections in Montana.
27. Defendant denies Paragraph 27 and denies Texas law governs Montana collections.
28. Defendant denies Paragraph 28 and denies Texas law governs Montana collections.

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29. Defendant denies Plaintiff is entitled to relief sought.

II.
AFFIRMATIVE DEFENSES

30. Any violation, if it occurred, is a result of a bona fide error.
31. Plaintiff has failed to mitigate damages, if any.
32. Plaintiff's damages, if any, are the result of a preexisting condition.
33. Plaintiff's pleading fails to state a claim upon which relief can be granted.

WHEREFORE, PREMISES CONSIDERED, Defendant, respectfully prays that Plaintiff take nothing herein, that said Defendant be dismissed with its costs, and all other and further relief, at law or in equity, to which Defendant may be justly entitled.

Respectfully submitted,

ROBBIE MALONE, PLLC

/s/ Robbie Malone
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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been forwarded to all counsel of record via ECF on this 18th day of November, 2013.

Jody Burton
Lemberg & Associates
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/s/ Robbie Malone
ROBBIE MALONE